## ALSTON&BIRD LLP

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Frank M. Conner III

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December 1, 2003

Mr. Yohannes Hardian Widjonarko Jl. Letjen. S. Parman Kav. 62-63, Slipi Jakarta 11410 INDONESIA

Re:

Terms of Engagement

Dear Mr. Widjonarko:

We are pleased that you have chosen to work with us and the purpose of this letter is to confirm the terms of our overall engagement. You are engaging us to help you and your designated representatives promote close bilateral relations between Indonesia and the United States. You have advised that it is important for key decision-makers and opinion-makers in the United States to be properly informed about developments in Indonesia and to recognize Indonesia as a strategic ally, stable democracy, and significant trading partner in Asia. You have further advised that the ability of decision-makers and opinion-makers in the United States to properly appreciate Indonesia's policies and achievements requires that they have a detailed, correct and balanced understanding of various issues in Indonesia and its regions, including the governmental process, politics, military and security concerns, human rights matters, anti-corruption efforts and the economy.

This engagement will be effective on December 1, 2003, and will continue in effect until December 1, 2004, unless otherwise agreed by Alston & Bird (the "Firm") and you. During our engagement, you agree to pay the Firm a monthly retainer of \$200,000, with the first two months' retainer (totaling \$400,000) being due within five business days of the signing of this letter by you. The retainer for each of the subsequent months shall be payable in advance on a monthly basis, on the 1st day of each calendar month, commencing February 1, 2004. We will issue monthly statements in arrears for our expenses, such as photocopying, computerized research, international and long distance telephone and facsimile, courier, word processing, filing fees, working meals and local transportation, which statements you agree to pay when the next monthly retainer is due. Such expenses will not exceed \$2,500 per month without your prior written consent. The Firm reserves the right to hire outside consultants (including any public relations firm), at no additional cost to you, to assist in our representation.

One Atlantic Center 1201 West Peachtree Street Atlantz, GA 30309-3424 404-881-7000 Fax: 404-881-7777 Bank of America Plaza 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000 704-444-1000 Fax: 704-444-1111

90 Park Avenue New York, NY 10016 212-210-9400 Fax: 212-210-9444

3201 Beechleaf Court, Suite 600 Raleigh, NC 27604-1062 919-862-2200 Fax: 919-862-2260 Mr. Yohannes Hardian Widjonarko December 1, 2003 Page 2

In the event that you request and Senator Dole agrees to undertake any travel, including a trip to Indonesia for any purpose related to this retainer, you agree to pay the costs of such trip, including round-trip first class air travel for him and round-trip business air travel for two others, plus hotel and related expenses.

During the period of the retainer, Senator Dole will actively participate in and supervise our day-to-day work under this agreement. All work will be coordinated from his office. Our team would include members of his immediate staff and, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. Senator Dole's representatives will meet regularly with your designated representatives and coordinate with them by telephone as frequently as necessary. The management and supervision of the engagement shall be under Senator Dole's direct control and supervision, and no activity relating to matters covered by the retainer shall be generated without your representatives'

We are also prepared to provide additional legal services, beyond the scope of the abovementioned retainer, at your written request. If you request such services and we agree in writing to provide them, we will provide, on an as-needed basis, other lawyers in the Firm and their assistants who have particular expertise in the issues under consideration. You would be on the hourly rates of the relevant lawyers.

As you can appreciate, the attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients, and this professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege, however, should always, therefore, discuss in advance any intention on your part to include others in our confidential relationship.

Moreover, as in any professional relationship where mutual trust and confidence are essential, it is appropriate for either you or the Firm to be able to terminate our engagement at any time, by reasonable written notice. If our engagement is terminated, we understand that you will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees (if any), charges for related expenses, and services incurred to the effective date of termination. To the extent we have received our monthly retainer in advance as aforesaid with respect to a month during which the termination becomes effective, we shall prorate (on a daily basis) the monthly retainer payment and shall promptly termination of this agreement.

Mr. Yohannes Hardian Widjonarko December 1, 2003 Page 3

For clients who are not regular, general clients of the Firm, but who hire us as special counsel for a limited engagement, an additional condition of our acceptance of this engagement is an agreement that our acceptance of this limited engagement shall not preclude the Firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to this limited engagement. We consider our representation of you to fall into this category.

We would appreciate your acknowledgment that this letter correctly reflects the terms of our engagement by having you sign, date, and return to me the enclosed copy of this letter. We also enclose wire transfer instructions for the Firm's account to which the monthly retainer should be remitted.

Again, we are delighted that the Firm will be representing you in Washington, D.C. and we thank you for choosing us. We look forward with enthusiasm and appreciation to working with you. If you have any questions, please feel free to contact me at 202-756-3303 or Marshall Harris at 202-654-4857.

Sincerely.

Frank M. Conner III
Partner-In-Charge

Washington, DC Office

I AGREE WITH THE FOREGOING TERMS

AND CONDITIONS:

SIGNATURE: H. WID-WARKE

READ AND APPROVED BY:

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**BOB DOLE** 

DATE: DEC .2 - 2003